

2016 - 2019

Bellevue

Local

Memorandum

Of

Understanding

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ARTICLE 1

RECOGNITION

Section 1.

The postmaster, Bellevue, Washington (hereinafter referred to as the employer) recognizes Branch 79, National Association of Letter Carriers, AFL-CIO (hereinafter referred to as the union), as the exclusive representative of all employees in the bargaining unit for which the union has been certified and recognized at the national level.

Section 2.

This Memorandum of Understanding covers all employees of the Bellevue, Washington Post Office installation and facilities with respect to terms and conditions of employment, unless otherwise superseded by terms of the 2016 National Agreement.

Section 3.

The word "emergency" shall be defined in this Memorandum of Understanding as any unforeseen circumstance or combination of circumstances, which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 7

EMPLOYEE CLASSIFICATION

Section 1. Employment and Work Assignments

The employer will give notification of the assignments of employees under Article 7 as follows:

- A. The president of Branch 79 shall receive written notice upon consideration of combining work in different crafts to make full-time assignments.
- B. Written notification shall be given the shop steward when the crossing of craft lines is involved on a particular day to fill out an employee's assignment. (Except in cases of limited and/or light duty.)
- C. The president of Branch 79 shall receive written notification before assignment of employees from one craft to another due to light or heavy work load periods, for one week or more.

ARTICLE 8

HOURS OF WORK

Section 1. Overtime Desired List

- A. Each station or delivery unit shall maintain a separate overtime desired list.
- B. In order to assure that opportunities for overtime will be distributed on an equitable basis, appropriate records will be maintained on a standard form and posted at each station or delivery unit.
- C. The overtime desired list shall be available for review of the shop steward at his or her request.
- D. At least two weeks prior to the beginning of the quarter, management shall announce and post a standard form for signature of those volunteers for the overtime desired list.

Section 2

- A. A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the carrier technician may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned other carrier work.
- B. A carrier technician working their nonscheduled day will work within their string of routes if there is a vacant route. If not, the carrier technician will be assigned other carrier work.

- C. For purposes of A & B of this section, in order for the carrier technician to achieve the essence of their bid assignment, they will be allowed to displace an opting carrier, by juniority (part-time flexible, full-time flexible, unassigned regular, reserve carrier or city carrier assistant), on their string if no other vacancy exists on their string.

Section 3.

When a carrier requests overtime or auxiliary assistance in a timely manner, the supervisor shall make every reasonable effort to notify the carrier one hour prior to scheduled leaving time, whether auxiliary assistance or overtime is approved, or whether mail shall be curtailed.

Section 4.

It shall be the joint responsibility of stewards and supervisors to assure that no employee be permitted to perform any duties unless he or she is on official time.

Section 5.

Provisions of Section 4 of this Article shall not preclude union officers or shop stewards from conducting official business at times and places as provided for in the National Agreement.

Section 6.

Letter carriers shall have two reasonable wash-up periods daily.

Section 7.

Whether or not a carrier technician is required to work two or more routes on his or her string, all available PM work must be accomplished on his or her daily assignment prior to him or her doing any PM work on their next day's assignment.

ARTICLE 10

LEAVE

If a request for leave has been made prior to the scheduled day and is granted, the employee must be given this leave except in emergency situations.

Section 1. Annual Leave

- A. Choice vacation period: In the scheduling of annual leave, the choice period will begin Memorial Day week and continue for the next 17 consecutive weeks for a total of 18 weeks.

- B.1. Delegates to National Association of Letter Carriers state and national conventions, seminars, and legislative conferences; state and national AFL-CIO conventions; state and national credit union conventions, shall be given prime consideration in allotment of leave to attend these activities. This leave will not be charged as a choice selection with only one of these leave selections not charged against the branch quota. The union will notify management by January 2nd of the number of delegates to such events and the dates involved.

2. Military leave, jury duty, and other civic duties shall not be charged to an employee's choice vacation period nor will it count against the branch's quota for the choice period.

- C. In each station or branch, seniority shall be used in the selection of vacation. Basis for seniority shall be the current city-wide seniority list.

Impasse Item

- D. An announcement shall be made one week prior to the date leave selection will begin. Selection of annual leave shall commence no sooner than December 15, and be completed by January 31. **Employees will have a maximum of two days to make their choice.** The leave which may be chosen during the selection period will include the months of February through January of the following year.

- E. Each employee shall be guaranteed a first-round leave selection. **All selections in** the first round must be in the choice period (**prime time**). Units of vacation are to be a **single block** of consecutive working days not to exceed the limits provided in the National Agreement. (No employee will be allowed to select a second choice until all employees have had an opportunity to select a first choice.)

After the first round, selections may be in or out of the choice period with subsequent rounds until the time available is either exhausted or the employees indicate no further desire to select.

After January 31, all annual leave requests consisting of a part day or more submitted at least seven (7) days in advance of the requested leave shall be granted on a first come, first serve basis in accordance with Sections 1.F. and 1.G.

Cancellations must be received prior to the day the schedule is posted except in emergency situations, otherwise the employee may be required to take the leave as scheduled.

- F. Each employee shall be guaranteed a first-round leave selection. The maximum number off during each week of the choice period shall be the number necessary to meet this guarantee. Slots will be distributed as equally as possible each week of the choice period.

During the first week of December the complement will be determined by the number of letter carriers and/or letter carrier positions allotted to a particular delivery unit including, but not limited to, regular routes, NALC Grade 2 positions, reserve positions, unassigned regulars, PTFs and full-time flexibles.

Impasse Item

In the event of a disputed determination of the complement the Branch 79 president or designee will meet with the postmaster or designee prior to the annual leave selection process to determine the correct complement.

- G. Six percent (6%) of the carrier complement shall be allowed off during each week outside of the choice period. In those instances where computing the six percent (6%) does not result in a whole number, and the fractional result is .1 or higher, the next whole number shall be considered the correct figure.**
- H. The decision on leave requests shall be made within two (2) working days. If no decision is rendered, or if the employee is not otherwise notified, the requested leave shall be considered to have been approved. Upon receipt of Form 3971 the supervisor shall sign the block "Signature of Supervisor Notified" date and note the time upon the Form 3971 (in the presence of the carrier). The supervisor will then give one copy to the carrier upon request.
- I. There shall be no exchanges or trading of leave periods. Vacated periods shall be posted and assignment made by basis of seniority.
- J. Any employee transferring from one station to another station shall be granted his or her annual leave as previously chosen in the station from which he or she transferred.
- K. Scheduled vacations during the year shall begin on Monday and end on Sunday. The Saturday preceding the scheduled vacation period will be granted, if possible.

ARTICLE 11

HOLIDAYS

Management will select carriers to work holidays in the following order:

1. Part-time flexibles.
2. Full-time regulars who volunteer to work on their holiday or day designated as their holiday, by seniority.
3. City Carrier Assistants.
4. Full-time regulars who volunteer to work on their non-scheduled day, by seniority.
5. **Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day – by inverse seniority**
6. All other non-volunteer full-time regulars - by inverse seniority

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

ARTICLE 12

**PRINCIPLES OF SENIORITY, POSTING
AND REASSIGNMENTS**

For the purpose of reassignments of employees excess to the needs of a section within the installation of Bellevue, Washington, each station shall be considered a section.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORK-FORCE EMPLOYEES

Section 1.

After consultation with the union, management shall provide a light duty assignment for any carrier who is qualified under Article 13 of the National Agreement, commensurate with the needs of the service.

Section 2. Classification of Light Duty Assignments

The postmaster shall make every reasonable effort to employ letter carriers in their own station or branch for light duty assignments.

Light duty assignments to be considered first are those normal letter carrier duties, which are within the medical restrictions that the ill or injured employee may be able to perform and may include but are not limited to:

1. Assisting routes by casing mail.
2. Re-labeling carrier cases.
3. Coverage of collection routes.
4. Crossing craft lines.

ARTICLE 14

SAFETY AND HEALTH

Section 1.

A joint Labor/Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The president of Branch 79 or his or her designee shall serve as a committee member. Branch 79 and the employer endorse and actively support the rules and regulations for promoting safety and health. The committee will meet bi-monthly or as called by the chair.

Section 2. Assignment of Vehicles

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes.

Section 3. Vehicle Safety Standards

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

ARTICLE 17

REPRESENTATION

Section 1.

A copy of all posted notices or communications issued by the employer relating to policy or matters which affect the letter carrier craft, shall be furnished to the president of Branch 79 prior to or at the time of issuance.

Section 2.

The employer and the union, through their designated agents, shall hold joint Labor-Management Committee meetings in accordance with provisions of Article 17, Section 5 of the National Agreement. Such meetings shall be held at the request of either party. Written agendas may be exchanged by the parties as deemed appropriate. The employer will provide required secretarial services to prepare minutes of the meetings.

Section 3.

The union representative permitted time on the clock shall be identified.

Section 4.

Minutes will be kept by the postmaster's secretary. Any agreement reached at such meetings shall be reduced to writing and signed by both parties. These agreements shall not be changed without prior notification and negotiation between the parties.

Section 5.

The president and the secretary of Branch 79 shall be given current statements by the postmaster or his or her designee, listing all personnel actions concerning members of the letter carrier craft, showing names and addresses. Such information shall include such subjects as hiring, transfer, separation, and promotions. Notification will be by memorandum.

Section 6.

Supervisors shall keep employees currently informed of changes in the policy or procedures by method of periodic discussions on the workroom floor.

Section 7.

A union representative, designated by the president of Branch 79, shall be allowed 15 minutes to address new employees in the carrier craft within the first week of employment at the Bellevue installation.

ARTICLE 20

PARKING

Section 1.

Representatives of Branch 79 may use available visitor parking areas.

Section 2.

In all stations, management will make available to each craft as many employee parking spaces as possible. These spaces will be apportioned on an equitable basis. Those spaces made available to letter carriers will be on a first-come basis.

ARTICLE 22

BULLETIN BOARDS

Section 1.

Management will provide bulletin boards for the carrier craft in each station. The size of the bulletin boards will be no less than 36" x 60". The physical location of each bulletin board shall be a joint Management-Labor decision.

Section 2.

The president of Branch 79, or his or her designees, shall be permitted to place notices which are important but of temporary nature adjacent to the time clock upon approval of the installation head or his or her designee.

ARTICLE 26

UNIFORMS

Section 1.

Letter carriers may wear items of uniform dress appropriate for local weather conditions.

Section 2.

Letter carriers shall maintain a neat, clean and generally creditable appearance. Only items of uniform apparel authorized by the Postal Service will be worn.

Section 3.

In the event a letter carrier is not expected to have contact with the public, uniform wear is not required. If public contact is necessary, a uniform shall be available and may be required.

ARTICLE 41

LETTER CARRIER CRAFT

Section 1.

A. Change of Assignment Posting

A change in starting time shall not constitute a change of assignment. No route will be posted for bid because of any change in starting time or duty assignment.

B. All letter carriers will be on rotating schedules. Exceptions shall be by mutual agreement between management and Branch 79.

C. Letter carrier positions for which no bids are received shall be filled through assignment by juniority.

In the case of more than one unassigned route and/or position, the senior affected unassigned carrier shall have his or her choice of unassigned routes, the second the next choice, etc.

D. Advertisement

1. **All vacant, or newly created**, letter carrier positions will be posted by **9:00 a.m. within fourteen (14) days after the vacancy occurs**. One copy of all posted invitations to bid in the letter carrier craft shall be sent to the president of Branch 79 and each shop steward.

2. When an absent employee has so requested in writing, stating his or her mailing address, a copy of any notice inviting bids from his or her craft shall be mailed to him or her by the installation head at the time of posting.

3. Bid notices shall state whether the vehicle on the route, if any, is a government vehicle, a private contract vehicle, or whether a drive-out agreement is available. The furnishing of a vehicle shall not be a requirement of employee assignment.

E. Bidding

1. Locked bid boxes will be placed in all carrier stations. Bids, on the forms provided, must be deposited in such bid boxes by 9:00 AM **on the closing date of the bid if carrier(s) are not able to bid online or by phone.** A shop steward or their designee shall be present at the opening of the bid boxes. A designated supervisor will collect bids after the closing time and submit them to Personnel.
2. Bids received cannot be recalled or changed except by letter in the bid box prior to the closing date of the bidding.

F. Assignment to Bid Position

1. The senior letter carrier making application in the prescribed manner will be assigned to the route or position. Should there be a service consideration which prevents assignment of the senior applicant, that person will be notified in writing of the reason.
2. The senior qualified bidder will be afforded an opportunity to deliver the bid award within seven (7) days of the bid opening, if he or she so requests.
3. The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of bids, unless on leave, except that during the month of December he or she shall be placed in the new assignment on the first Saturday in January.

G. Qualifications

Carriers successful in bidding an assignment requiring use of a government vehicle shall qualify as drivers by passing, on official time, the Post Office Driver's Test, prior to the scheduled change of assignment.

Section 2. Temporarily Vacant Full-time Craft Duty Assignments

A.1. At each work location, management shall on a weekly basis, announce and then post, at a designated place all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more. The posting shall be made on Wednesday and pulled at 9:00 AM on the following Tuesday.

2. Eligible full-time reserve, unassigned regular, full-time flexible, part-time flexible and city carrier assistants may indicate on a standard form their preference for such assignments by 9:00 AM Tuesday prior to the commencement of the assignment.

3. The Wednesday's posting, shall be notification to the senior carrier having indicated their preference, that he or she is awarded the assignment.

4. If an assignment becomes vacant after the Tuesday posting period, but before an assignment commences, management shall award the assignment to the senior employee who expresses an interest.

B. Mutual Exchanges

Mutual exchanges of assignment between carriers or carrier technicians will be permitted if the exchange is not considered detrimental to the service and the carrier can perform the duties of the new assignment in a satisfactory manner. Requests for a mutual exchange shall be submitted in writing. Such requests must be approved by action of Branch 79 of the National Association of Letter Carriers.

C. Part-time Flexible Schedule Employees

City carrier assistants must not be employed to the detriment of part-time flexible employees.

Section 3.

A. Badges

Representatives of Branch 79 shall be permitted to wear appropriate identification badges while in the office.

B. After the probationary period letter carriers shall be informed in writing whenever any material is placed in their personnel jacket.

C. Lunch Breaks

Where there is no suitable place to eat lunch on the route, letter carriers shall have the right to travel outside the route to a place where accommodations are available, with approval of the immediate supervisor.

Section 4. Miscellaneous Provisions

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.


ARTICLE 43

SEPARABILITY AND DURATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 11/3/17 at Bellevue, Washington, between the representatives of the United States Postal Service and the designated agent of NALC Branch 79, pursuant to the Local Implementation Provisions of the 2016 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight September 20, 2019, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



Jonathan Taylor
Officer In Charge
Bellevue Post Office
United States Postal Service



B J Hansen
President
Branch 79, National Association
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